products might be resold, and declining to deal with those who would not maintain such prices. From a judgment sustaining a demurrer and quashing the indictment, the United States brought error. *Held*, that the indictment was properly quashed. *United States v. Colgate & Co.* (1919, U. S.) 39 Sup. Ct. 465.

The case turns on the distinction between exercising one's own privilege not to deal with customers who will not maintain prices and undertaking by contract to prevent one's customers from exercising freely their privilege of reselling. For a more extended discussion approving the decision of the court below, see (1919) 28 YALE LAW JOURNAL, 505; also *ibid.*, 714. An interesting ramification of the same price maintenance method appears in *B. V. D. Co. v. Isaac* (1919, C. C. A. 6th) 257 Fed. 709. See also Haines, *Efforts to Define Unfair Competition* (1919) 29 YALE LAW JOURNAL, 1, especially 15ff.

TELEGRAPHS AND TELEPHONES—MISTAKE IN TRANSMISSION OF INSTRUCTIONS TO AGENT—AMOUNT OF DAMAGES.—The plaintiff delivered a message to the defendant telegraph company authorizing the plaintiff's agent to sell land at $55. per acre. The telegram which was delivered to the agent read $50. The agent entered into a written contract to sell, a provision of which was that if the seller should default, $500. should be paid to the buyer as his damages. After discovering the mistake, the plaintiff conveyed the land and sued to recover the difference between the amount received and the amount he would have received if the sale had been made at $55. *Held*, that the plaintiff could recover only $500. as he was not "bound to convey except in the alternative." *Western Union Telegraph Co. v. Southwick* (1919, Tex. Civ. App.) 214 S. W. 987.

For a discussion of the contractual relations of the parties in cases presenting similar situations, see (1917) 26 YALE LAW JOURNAL, 252; (1918) 27 *ibid.*, 1091; COMMENT, *ibid.*, 932. See also Anson (3d Am. ed. by Corbin, 1919) sec. 182, note.

TORTS—NUISANCE—MORGUE IN RESIDENTIAL DISTRICT.—The defendants established an undertaking parlor in a residence portion of a city, using a house in need of repair, without screens, and without proper sewer connections. The plaintiffs brought an action to enjoin the maintenance thereof. *Held*, that an injunction should issue. *Goodrich v. Starrett* (1919, Wash.) 184 Pac. 220.

The court granted relief on the grounds that the state statute somewhat widened the common-law definition of nuisance to include an interference with the "comfortable enjoyment of one's property"; and that the dread of disease and the depressing effect which resulted from the morgue, made out such an interference. It seems that danger to health would alone justify the holding. See (1917) 27 YALE LAW JOURNAL, 280. On the other hand, the ground of depression and interference with the enjoyment of the plaintiffs' homes might have sufficed. See *ibid.*, 288. But a negro colony has been held not a public nuisance. See (1919) 28 *ibid.*, 517.

WORKMEN'S COMPENSATION—VOLUNTEER.—The decedent operated two paint mixers in the defendant's factory. A belt on another machine broke, and the decedent volunteered to fix it. Without orders and before he could be stopped, he had put himself in danger and was killed. It was customary for employees to repair machines only when ordered. There was no emergency which required the defendant's act. His administratrix was awarded compensation by the Industrial Commission. *Held*, that the award should be quashed. *Mepaam & Co. v. Industrial Commission* (1919, Ill.) 124 N. E. 540.

For other examples of injuries not arising in the course of employment, see (1917) 26 YALE LAW JOURNAL, 621; (1918) 27 *ibid.*, 578.